

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 320 of 1999

For Approval and Signature:

Hon'ble MR.JUSTICE M.R.CALLA

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1. Whether Reporters of Local Papers may be allowed : NO
to see the judgements?
2. To be referred to the Reporter or not? : NO
3. Whether Their Lordships wish to see the fair copy : NO
of the judgement?
4. Whether this case involves a substantial question : NO
of law as to the interpretation of the Constitution
of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge? : NO

VIHAR AHAR PVT LTD

Versus

ONGC LTD

Appearance:

MR YN OZA for Petitioner

Mr.Ajay Mehta for

MR RAJNI H MEHTA for Respondent No. 1

CORAM : MR.JUSTICE M.R.CALLA

Date of decision: 06/07/1999

ORAL JUDGEMENT

Heard learned counsel.

The O.N.G.C. had invited tenders for giving house keeping contract. The petitioner's rates were found to be acceptable and ONGC sent communication dt.19.8.97 to the petitioner. The petitioner sent a reply on 23.7.98. After some time, the ONGC sent a fax message to the petitioner that in exercise of the powers conferred under clause 2.5.6. (termination clause) the contract shall stand terminated on expiry of 30 days from

the date of the issue of this notice under the fax message. This notice under fax bears date 19.12.98 and accordingly the petitioners contract was to expire on 19.1.99. However, the petitioner preferred this Special Civil Application before this court on 13.1.99 and on the same day the notice was issued and ad interim relief was granted. Later on the rule was issued and the interim order has remained operative through-out.

I have heard learned counsel for both the sides and have also gone through the terms of the agreement and termination clause therein. It is admitted before this court and is also clearly made out from the documents placed on record that it is a plain and simple case of private civil contract. The respondent-ONGC has not entered into any statutory contract with the petitioner. It is also not in dispute that the term of this contract, as per the original condition, is going to expire on 31.7.99, the petitioner has already taken the benefit of this contract for a very substantial period and only few days are left for the expiry of the term of the contract. Such a private civil contract is not at all enforceable through the proceedings under Article 226 of the Constitution of India and, therefore, this court does not find that any interference is warranted. In the facts and circumstances of this case, this court finds that this writ petition has no merit. Private civil contract cannot be enforced either under Article 226 or under Article 227 of the Constitution of India. This Special Civil Application is, therefore, dismissed. Rule is hereby discharged. Ad interim order dt.13.1.99, which was passed by this court and which has continued uptill now, stands vacated forthwith. No order as to costs.